

CAUSE NO. _____

COKINOS | YOUNG, A
PROFESSIONAL CORPORATION,

Plaintiff,

v.

BRITTANY O'BRIEN,

Defendant.

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

____ JUDICIAL DISTRICT

**PLAINTIFF'S VERIFIED ORIGINAL PETITION AND
APPLICATION FOR TEMPORARY RESTRAINING ORDER,
TEMPORARY INJUNCTION, AND PERMANENT INJUNCTION AND
EMERGENCY MOTION FOR EXPEDITED DISCOVERY**

Plaintiff Cokinos | Young, A Professional Corporation ("Plaintiff" or "Cokinos Young") files this Original Verified Petition and Application for Temporary Restraining Order and Temporary Injunction, and Permanent Injunction and Emergency Motion for Expedited Discovery against Defendant Brittany O'Brien ("Defendant" or "O'Brien") and would show the Court as follows:

INTRODUCTION

1. This case involves a former law firm marketing director—Brittany O'Brien—who has taken confidential and trade-secret prospective and current client contact information and now threatens to use this confidential information to harm Cokinos Young.

2. In 2016, Cokinos Young hired O'Brien as its Director of Client and External Relations. Although O'Brien had previous experience in marketing generally, she had no experience working for law firms and was unemployed at the time, nor did she have any experience in the construction industry or associated trade organizations. After signing a confidentiality

agreement, O'Brien was given extensive access to and responsibility for managing the firm's database of prospective and current client contact information (the "Client Database") to facilitate the firm's marketing efforts. Cokinos Young developed the Client Database with significant time and resources. Cokinos Young specializes in construction law and actively participates in industry trade organizations—including offering industry-focused events and seminars—to meet and develop relationships with in-house counsel and decision-makers with potential clients like general contractors, engineers, and developers. In most cases, competitor law firms are not invited to the industry events Cokinos Young hosts. The Client Database is password-protected, and all employees are required to sign a confidentiality agreement.

3. On July 16, 2019, O'Brien resigned. O'Brien did not disclose her future employment plans upon leaving. What O'Brien has revealed is that she has intentionally kept all of the personal cell phone numbers for clients in the Client Database after resigning, in direct contravention of her obligations under Texas law and the confidentiality agreement she signed. O'Brien has already used that information to contact some clients. O'Brien has told Cokinos Young in writing that she has **"all of [Cokinos Young's] clients' personal cell phone [numbers] in my cell phone** so if y'all want my narrative to change and **want to make this a war I'll go there."** Cokinos Young has since discovered that O'Brien has been communicating with two of its major law firm competitors, Peckar & Abramson and Andrews Myers, P.C.

4. Cokinos Young has a legitimate business interest in protecting its confidential and trade-secret Client Database, which includes personal contact information for decision-makers and in-house counsel at current clients and numerous prospective clients. Those legitimate interests are exactly why Cokinos Young obtained a confidentiality agreement from O'Brien in the first place before giving her access to the Client Database. Because O'Brien has already used the information

from the Client Database to contact some clients, has taken confidential client contact information on her personal cell phone, and has threatened to use that information for her own improper purposes and to harm Cokinos Young, Cokinos Young seeks injunctive relief to prevent further harm and preserve the status quo. Injunctive relief is particularly appropriate because O'Brien's disregard of the confidentiality obligations regarding the Client Database raise grave concerns that she will similarly misuse other confidential and trade-secret information she was provided access to through her employment with Cokinos Young—including the nature of certain, prospective matters the firm is handling, other attorney-client privileged information, or the firm's business, financial, and marketing plans.

DISCOVERY CONTROL PLAN

5. Discovery will be conducted under Level 2 of Texas Rule of Civil Procedure 190, except that Cokinos Young requests expedited discovery in connection with its application for injunctive relief, as set forth below.

PARTIES

6. Cokinos Young is a Texas professional corporation authorized to do business in the State of Texas with a principal place of business in Harris County, Texas.

7. Defendant Brittany O'Brien is an individual who resides at 3233 W. Dallas St., #304, Houston, Texas 77019, and may be served there or wherever she may be found.

JURISDICTION AND VENUE

8. This Court has subject-matter jurisdiction over the claims in this lawsuit because the amount in controversy is within the jurisdictional limits of this Court. This Court has personal jurisdiction over the Defendant because she is a citizen of Texas and has committed or threatened

to commit torts in Texas, and/or has breached her contract in Texas. Jurisdiction is proper in the district court. *See* TEX. CONST. ART. V, § 8 and TEX. GOV'T CODE § 24.007.

9. Venue is proper in Harris County because O'Brien is a resident of Harris County and because a substantial part of the events or omissions that gave rise to Cokinos Young's claims occurred in Harris County. *See* TEX. CIV. PRAC. & REM. CODE §§ 15.002(a), 15.005, 65.023.

10. Although this dispute involves an enforceable arbitration agreement, the parties specifically carved out Cokinos Young's ability to seek injunctive relief from a court as part of that arbitration agreement. *See* Exhibit A, §§ 12, 20.

FACTUAL BACKGROUND

A. Cokinos Young hires O'Brien and gives her access to its confidential Client Database after she signs a confidentiality agreement.

11. Cokinos Young is a Chambers-ranked commercial law firm that specializes in construction law and offers a full range of legal services, with five offices in Texas and California. Cokinos Young is extensively involved in construction industry trade associations, which provides Cokinos Young expertise concerning the on-going issues impacting the industry and its current and prospective clients. Cokinos Young's industry expertise and intimate relationships with companies in the construction industry provides it a competitive advantage over similar law firms.

12. Cokinos Young offers construction industry-focused events for clients and prospective clients, which allows Cokinos Young attorneys to develop close relationships with the in-house counsel and business decision-makers at prospective clients. These events are particularly fruitful for developing client contacts—as opposed to events hosted by bar associations or trade associations—because Cokinos Young does not invite competitor law firms to them. Cokinos Young attorneys, in particular the firm founders Gregory M. Cokinos and Marc A. Young, have

developed the information in the Client Database over decades and at considerable cost through hosting and networking at various industry events.

13. Brittany O'Brien was hired in February 2016 as the Director of Client and External Relations. In that role, O'Brien helped plan and organize industry events that Cokinos Young hosted. O'Brien also helped collect and maintain the confidential client contact information that Cokinos Young attorneys developed at such events and facilitated later marketing efforts targeted at these client contacts. O'Brien is not an attorney and had no training or experience in the legal field or the construction industry prior to working at Cokinos Young. Although she had prior general marketing experience, she was unemployed at the time Cokinos Young hired her.

14. At the beginning of O'Brien's employment and as a condition to providing her access to Cokinos Young's confidential Client Database and other confidential and trade-secret information, Cokinos Young asked O'Brien to sign the Employment Agreement (the "Agreement"), like it does all new employees. *See* Exhibit A.

15. In the Agreement, O'Brien agreed that she may be provided confidential information as part of her duties and that she would use the confidential information solely for Cokinos Young's benefit. *See id.* § 9(a)(i).

16. O'Brien further promised that "at all times during the term of [her] employment and thereafter, to hold in strictest confident, and not to use, except for the exclusive benefit of [Cokinos Young], or to disclose to any person, firm or entity without written authorization of [Cokinos Young], any confidential information of [Cokinos Young]." *Id.* § 9(a)(ii). O'Brien made an identical promise regarding third-party information, which would include information provided by current or prospective clients. *Id.* § 9(c).

17. O'Brien also agreed that when she left employment at Cokinos Young, she would "deliver to [Cokinos Young] (and will not keep in [O'Brien's] possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by [O'Brien] pursuant to [O'Brien's] employment with [Cokinos Young] or otherwise belonging to [Cokinos Young]." *Id.* § 11.

18. O'Brien was given extensive access to the Client Database and assisted Cokinos Young in adding new, prospective client information that Cokinos Young attorneys developed to the Client Database. The Client Database is password-protected. All Cokinos Young employees sign the Agreement, which contains legal obligations that supplement Texas law to ensure employees maintain the confidentiality of the Client Database after leaving Cokinos Young. The Client Database contains the information necessary to learn all of clients and prospective clients of Cokinos Young, as well as the direct contact information for the in-house attorneys or business decision-makers that are responsible for hiring outside counsel. For the prospective clients in particular, the Client Database reveals all the companies and individuals at those companies that Cokinos Young is targeting for its business. Developing business requires not just knowing of a company in the industry, but knowing who within that company makes decisions about outside counsel, how to contact them, and their interests and preferences. This is the type of information that Cokinos Young stores in the Client Database, and which Texas law recognizes as confidential and trade-secret information. If another law firm obtained the information in the Client Database, it would know exactly who to contact at a potential client, how to contact them, and their preferences, which increases the likelihood of winning that client's business. That information

gives Cokinos Young a strategic advantage over its competitors, and because of its competitive value, Cokinos Young protects that information as confidential and a trade secret.

19. O'Brien also had access to numerous other types of Cokinos Young confidential information and trade secrets. O'Brien was aware of the nature of pending or prospective matters with clients, which is not only confidential but protected by attorney-client privilege. Even the fact that Cokinos Young is representing a potential client for a prospective matter is confidential and covered by attorney-client privilege. The nature of a law firm's business is cloaked in confidentiality concerns because of the attorney-client and attorney work product privileges. Because of her marketing role, O'Brien was aware of and had knowledge regarding Cokinos Young's developing business and potential matters with current or potential clients. Also due to her marketing role, O'Brien also had drafts of marketing material that had not been released yet, including Cokinos Young's 30th anniversary marketing material, draft announcement, and video scripts. O'Brien likewise had access to Cokinos Young's business strategy, financial plans, and marketing plans.

B. After resigning from her position with Cokinos Young, O'Brien keeps confidential information off the Client Database on her cell phone and threatens to use it.

20. After just over three years with Cokinos Young, O'Brien resigned on July 16, 2019. O'Brien's resignation was the result of O'Brien's continued request for a higher salary and benefits and O'Brien's threat to go work for a competitor law firm, Andrews Myers, which was actively soliciting O'Brien (per O'Brien) to work for it. Cokinos Young was willing to pay O'Brien a raise, but asked for a non-compete agreement moving forward to protect the firm. At first, O'Brien agreed she would sign a non-compete agreement, but once she had the agreement in hand, she did not sign it for a week or so. Ultimately, O'Brien told Cokinos Young she did not want to sign the non-compete agreement, as was her right. The departure should have been amicable in light of

these facts. But O'Brien was inexplicably offended at Cokinos Young's reasonable request for a non-compete agreement and left disgruntled. Cokinos Young provided O'Brien a copy of her Agreement on the day of her resignation.

21. O'Brien's hard feelings regarding her departure have exploded into a concerted effort to contact Cokinos Young's clients and sow rumors about Cokinos Young and her departure. Shortly after she resigned, Cokinos Young learned that O'Brien had been communicating with a few of the contacts at its clients and telling them about her departure. This caused concern because O'Brien should not have retained the contact information for these individuals—which she would have pulled off of the confidential and trade-secret Client Database—after leaving Cokinos Young under her Agreement or Texas law. Additionally, O'Brien should not have been using that contact information for any purposes other than the benefit of Cokinos Young, particularly not to discuss the terms of her departure.

22. About a week later, O'Brien texted a partner with Cokinos Young and was apparently angry due to her belief that someone had talked to a contact at an event about her departure (even though she had been widely discussing her departure). O'Brien's text stated that she had "already spoken to most of [Cokinos Young's] clients and all of the people in the industry org's and am keeping a polite narrative" but that she had **"all of [Cokinos Young's] clients personal cell phone [sic] in my cell phone so if y'all want my narrative to change and want to make this a war I'll go there but I wouldn't recommend it."**

23. By using Cokinos Young's confidential client contact information to talk to "most of" Cokinos Young's clients about her view of the circumstances regarding her departure, O'Brien blatantly misused confidential and trade-secret information belonging to Cokinos Young for improper purposes. O'Brien's threat to continue doing so warrants injunctive relief. Texas law

and O'Brien's Agreement prohibit her from using Cokinos Young's confidential and trade-secret information at all—let alone abusing it as a weapon against the firm in a disgruntled employee's unwarranted revenge campaign.

24. Cokinos Young has also learned that O'Brien has contacted and been in communications with two of its largest competitors, Peckar & Abramson and Andrews Myers, P.C. There are only about five large Texas-based firms that focus on construction law like Cokinos Young does, and Cokinos Young was a pioneer in specializing in this area in 1989. As such, its major competitors are all younger and less-established firms and would benefit from learning confidential and inside information about Cokinos Young's operations, marketing strategies, and book of business. O'Brien could seek employment at *any* law firm or company in a marketing capacity, and her decision to focus employment efforts on two of Cokinos Young's largest competitors is particularly concerning in light of the confidential information she admittedly still possesses and is threatening to use to "make this a war."

C. After receiving a cease-and-desist letter, O'Brien doubles down.

25. After receiving O'Brien's threatening text, Cokinos Young retained the undersigned counsel to remind O'Brien of her legal obligations and ask for her to work with counsel to ensure the return or proper destruction of all Cokinos Young confidential information in her possession.

26. Rather than accommodating these reasonable and warranted requests, O'Brien told a different story to Cokinos Young's counsel, claiming that she did not have any of the firm's client contact information on her personal cell phone and had not contacted any firm clients. She also asserted that she did not have any documents or files belonging to Cokinos Young in her possession. But O'Brien has refused to confirm these facts in a declaration, raising serious doubts

as to their veracity and suggesting that she has now conveniently changed her story when confronted. Cokinos Young does not have to take O'Brien at her word when she now contradicts assertions and threats she made in writing via text message.

27. Because O'Brien has refused Cokinos Young's diligent efforts to resolve this dispute outside of litigation, Cokinos Young now seeks relief from this Court to stop O'Brien from continuing to misuse or threatening to misuse Cokinos Young's confidential and trade-secret information and to end her flagrant disregard for her legal obligations to Cokinos Young.

CAUSES OF ACTION

A. Breach of Contract

28. Cokinos Young incorporates by reference all prior paragraphs, as if fully set forth herein.

29. Cokinos Young and O'Brien entered into an enforceable contract that includes confidentiality obligations.

30. These confidentiality restrictions do not impose a restraint on O'Brien that is greater than necessary to protect Cokinos Young's legitimate interests and do not exceed the bounds of Texas law.

31. O'Brien breached the Agreement by keeping possession of Cokinos Young's confidential and trade-secret information after leaving the firm, refusing to return it, and using it for improper purposes.

32. As a direct and proximate result of O'Brien's breach, Cokinos Young has suffered injuries to its goodwill, reputation, commercial relationships, and confidential information, and will continue to suffer injuries until O'Brien's wrongful conduct is restrained.

33. Accordingly, Cokinos Young seeks a temporary and permanent injunction for specific performance of the Agreement to halt current and prevent further breaches by O'Brien.

34. Alternatively, Cokinos Young will seek damages in arbitration pursuant to the parties' arbitration agreement. *See* Exhibit A, § 20.

35. Cokinos Young will seek its attorneys' fees under Texas Civil Practice & Remedies Code Chapter 38. *See* Tex. Civ. Prac. & Rem. Code § 38.001(8).

B. Misappropriation of Trade Secrets and Confidential Information

36. Cokinos Young fully incorporates the preceding paragraphs as if stated herein.

37. O'Brien acquired confidential and trade-secret information during her employment at Cokinos Young, including the Client Database. The Client Database, so long as kept confidential, gives Cokinos Young a competitive advantage. The Client Database allows Cokinos Young to target its marketing efforts directly to the ultimate decision-maker with potential clients, enabling Cokinos Young to maximize the likelihood of winning business. With access to the Client Database, a competitor could target all of Cokinos Young's current and prospective clients, arming itself with the inside information about who to contact, how to contact them, and that individual's preferences, information which previously would have been available only to Cokinos Young. The Client Database is protected with reasonable secrecy precautions. Likewise, Cokinos Young's business, financial, and marketing plans give it a competitive advantage and are kept confidential within the firm, with their distribution even limited internally.

38. O'Brien violated the Texas Uniform Trade Secrets Act by breaching her duty "to maintain secrecy, to limit use, or to prohibit discovery" of Cokinos Young's trade secrets by using and threatening to use Cokinos Young's trade secrets without the firm's consent. O'Brien used the trade secrets to contact individuals with the clients of Cokinos Young for reasons other than Cokinos Young business.

39. O'Brien's violations of the Texas Uniform Trade Secrets Act caused injury and damages to Cokinos Young. Cokinos Young's Client Database only has value if Cokinos Young alone has access to that information and Cokinos Young alone can use it. O'Brien's past and threatened actions damage the value of the Client Database.

40. Cokinos Young seeks an injunction to stop threatened misappropriation under the Texas Uniform Trade Secrets Act. *See* Tex. Civ. Prac. & Rem. Code § 134A.003(a).

41. In addition or in the alternative to the remedies above, Cokinos Young seeks to recover in an arbitration proceeding the development costs avoided by O'Brien as a result of the misappropriation. The Client Database took dozens of Cokinos Young attorneys years and considerable hours of labor and sums of money to develop.

42. Cokinos Young will seek its attorneys' fees under the Texas Uniform Trade Secret Act. *See* Tex. Civ. Prac. & Rem. Code § 134A.005(3).

C. Breach of Fiduciary Duty

43. As an employee of Cokinos Young, O'Brien owes Cokinos Young a fiduciary duty not to carry away Cokinos Young's confidential information or trade secrets and not to use its confidential information or trade secrets acquired during her employment at Cokinos Young for her own benefit or the benefit of any new employer.

44. O'Brien breached that duty by keeping possession of information from the Client Database after she left employment with Cokinos Young on her personal cell phone.

45. O'Brien breached that duty by using the confidential client contact information off of the Client Database for her own benefit and to harm Cokinos Young after resigning from Cokinos Young.

46. O'Brien's breach has caused Cokinos Young injury and damages. Cokinos Young requests O'Brien disgorge part of the compensation she received from Cokinos Young because of these breaches of her duties under Texas law.

APPLICATION FOR TEMPORARY RESTRAINING ORDER

47. Cokinos Young repeats the foregoing paragraphs as if fully set forth herein.

48. A temporary restraining order is necessary to stop O'Brien from further violating the Agreement and Texas law. Cokinos Young has valid causes of action and is likely to succeed on the merits on its breach of contract, misappropriation, and fiduciary-duty claims.

49. The threatened and ongoing injuries are immediate, and they have and will directly and proximately cause irreparable harm to Cokinos Young's confidential information, goodwill, business reputation, and client relationships. These legitimate business interests are the entire reason for Cokinos Young's Agreement with O'Brien. O'Brien will now use the goodwill and business reputation associated with Cokinos Young to benefit herself, despite her legal obligations. The total current and prospective loss to Cokinos Young resulting from O'Brien's using private contact information for Cokinos Young's clients to solicit those clients or spread rumors is incalculable. This entitles Cokinos Young to injunctive relief.

50. Unless immediately stopped, O'Brien will continue to cause irreparable harm to Cokinos Young for which there is no adequate remedy at law, including (without limitation) loss of goodwill, business reputation, and client relationships. Moreover, should her conduct go unabated, O'Brien will continue to disregard the promises O'Brien made to Cokinos Young that were designed to protect Cokinos Young's goodwill, business reputation, and client relationships. The dollar value of the harm that O'Brien's continued misconduct will do to Cokinos Young is incalculable and unlimited.

51. The balance of equities is served by an injunction as it protects Cokinos Young's confidential information, goodwill, business reputation, and client relationships. A temporary restraining order is necessary to preserve the status quo – the last peaceable circumstances prior to O'Brien's misconduct – pending trial on the merits.

52. Cokinos Young is entitled to a temporary restraining order and temporary injunction against O'Brien (and her agents, servants, employees, and anyone in active concert or participation with her) that:

- a. RESTRAINS O'Brien from disclosing, transferring, or using confidential and trade-secret (1) personal contact information Cokinos Young's past, current, or prospective clients, including contact information stored on her personal cell phone, (2) names of prospective clients, (3) the nature of prospective or potential matters that are not yet publicly filed, and (4) business, financial, and marketing plans; and
- b. ORDERS O'Brien to return all confidential information or trade secrets she obtained by virtue of her employment with Cokinos Young to Cokinos Young and delete any personal contact information for Cokinos Young's past, current, or prospective clients stored on her personal cell phone or any other electronic devices.

53. Cokinos Young seeks a temporary restraining order until the date set for a hearing (not to exceed fourteen days from the date of the order) of the application for temporary injunction and, after the temporary injunction hearing, a temporary injunction preventing O'Brien from further breaching her Agreement with Cokinos Young, misappropriating or threatening to misappropriate Cokinos Young's trade secrets, and breaching her fiduciary duty. Cokinos Young further requests that O'Brien be cited to appear at a hearing in which Cokinos Young will demonstrate a likelihood of success on the merits, and that a balancing of equities favors the issuance of a temporary injunction against O'Brien as set forth herein.

54. Cokinos Young's Application for Temporary Restraining Order is supported by (a) the facts in this pleading that are verified; (b) O'Brien's Agreement; and (c) O'Brien's

acknowledgment in the Agreement that Cokinos Young will suffer immediate and irreparable harm for breach of the Agreement, which cannot be adequately compensated with money damages. Exhibit A, § 12.

55. Cokinos Young is not opposed to posting an appropriate bond, although Cokinos Young asserts that no bond, or a low bond, is appropriate in this case because O'Brien would suffer little to no monetary losses because of a grant of injunctive relief as it does not prevent her from obtaining employment.

56. The temporary restraining order is necessary to enforce the terms of O'Brien's Agreement, to prevent threatened misappropriation, and to prevent irreparable harm to Cokinos Young.

APPLICATION FOR TEMPORARY AND PERMANENT INJUNCTION

57. Cokinos Young fully incorporates the preceding paragraphs as if stated herein.

58. Cokinos Young will, at a hearing, demonstrate the likelihood of success on the merits and that a balancing of equities favors the issuance of a temporary injunction against O'Brien. Unless O'Brien is temporarily enjoined from the conduct referenced above, Cokinos Young will be irreparably harmed through damage to its confidential information, goodwill, business reputation, and client relationships.

59. Cokinos Young will, at a final trial on the merits, succeed in proving its claims and showing that a balancing of equities favors the issuance of a permanent injunction against O'Brien to prevent damage to its confidential information, goodwill, business reputation, and client relationships.

60. Cokinos Young's Application for a Temporary Injunction is supported by (a) the facts in this pleading that are verified; (b) O'Brien's Agreement; and (c) O'Brien's

acknowledgment in the Agreement that Cokinos Young will suffer immediate and irreparable harm for breach of the Agreement, which cannot be adequately compensated with money damages. Exhibit A, § 12.

61. This injunctive relief is necessary to enforce the terms of O'Brien's Agreement, to prevent threatened misappropriation, and to prevent irreparable harm to Cokinos Young for which there is no adequate remedy at law.

REQUEST FOR EXPEDITED DISCOVERY

62. The Texas Rules of Civil Procedure provide that "[t]he procedures and limitations set forth in the rules pertaining to discovery may be modified in any suit . . . by court order for good cause. TEX. R. CIV. P. 191.1. "Good cause" exists to expedite discovery in this proceeding to allow Cokinos Young to obtain information from O'Brien because Cokinos Young is seeking temporary injunctive relief. *See In re Nat'l Lloyds Ins. Co.*, No. 13-15-00390-CV, 2015 WL 6759153, at *4-5 (Tex. App.—Corpus Christi Nov. 3, 2015, pet. denied) (affirming the trial court's broad discretion to fashion expedited discovery pursuant to a temporary injunction hearing."); *see, e.g., In re Boehme*, 256 S.W.3d 878, 880 (Tex. App.—Houston [14th Dist.] 2008, no pet.) (providing for expedited depositions and written discovery in advance of a temporary injunction hearing).

63. Because Cokinos Young's confidential information, goodwill, business reputation, and client relationships are in danger, time is of the essence. Thus, Cokinos Young requests that the Court enter an order:

- Requiring O'Brien to respond to requests for production attached as Exhibit B, respectively, by 6:00 p.m. on Wednesday, July 31, served via email or hand delivery; and
- Requiring O'Brien to appear for her videotaped and transcribed deposition at the offices of Ahmad, Zavitsanos, Anaipakos, Alavi & Mensing, P.C., 1221 McKinney

Street, Houston, Texas 77010, at 10 a.m. on Monday, August 5, 2019 (or at a time and place deemed appropriate by agreement of Cokinos Young and O'Brien's counsel), as provided in the notice of deposition attached as Exhibit C.

64. This discovery is essential for Cokinos Young to prepare for the upcoming temporary injunction hearing. As such, Cokinos Young prays for the entry of an order granting this motion and allowing the parties to conduct discovery on an expedited basis.

CONDITIONS PRECEDENT

65. Plaintiff repeats the foregoing paragraphs as if fully set forth herein.

66. All conditions precedent, if any, to Plaintiff's right to recover as alleged herein have been performed, have occurred, or have been waived.

RULE 47 STATEMENT

67. For purposes of compliance with Texas Rule of Civil Procedure 47, Plaintiff states that it seeks monetary relief over \$200,000 but not more than \$1,000,000.

PRAYER

68. For these reasons, Cokinos Young respectfully requests that the Court immediately issue a Temporary Restraining Order and Temporary Injunction as requested above. After such temporary relief, Cokinos Young will proceed to arbitration regarding the final relief it seeks after a trial on the merits:

- a. Actual, direct, indirect, incidental, and consequential damages, together with pre- and post-judgment interest thereon;
- b. Reasonable attorneys' fees, expenses, court fees, and associated costs;
- c. A permanent injunction and specific performance as requested above; and
- d. All such other relief to which Cokinos Young is entitled in equity or law.

Respectfully submitted,

**AHMAD, ZAVITSANOS, ANAIPAKOS,
ALAVI, & MENSING P.C.**

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